

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re Chester Paul Ramagos , Dana Latrice Ramagos

Case No.

17-69050

Chapter 13

AMENDED CHAPTER 13 PLAN

Extension ☒Composition ☐

You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and/or by setting the interest rate on your claim.

Debtor or Debtors (hereinafter called "Debtor") proposes this Chapter 13 Plan:

1. **Submission of Income.** Debtor submits to the supervision and control of the Chapter 13 Trustee ("Trustee") all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.

2. Plan Payments and Length of Plan. Debtor will pay the sum of \$1,250.00 \$1,800.00 per month to Trustee by ☒ Payroll Deduction(s) or by ☐ Direct Payment(s) for the applicable commitment period of 60 months, unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months. See 11 U.S.C. §§ 1325(b)(1)(B) and 1325(b)(4). Each pre-confirmation plan payment shall be reduced by any pre-confirmation adequate protection payment(s) made pursuant to Plan paragraph 6(A)(i) and § 1326(a)(1)(C).

The following alternative provision will apply if selected:

- ☒ IF CHECKED, Plan payments will increase by \$78.00 on January 2019 upon completion or termination of 401k loan.
Plan payments will increase by \$117.00 on September 2019 upon completion or termination of 401k loan.
Plan payments will increase by \$111.00 on October 2019 upon completion or termination of 401k loan.
Plan payments will increase by \$27.00 on December 2019 upon completion or termination of 401k loan.

3. **Claims Generally. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief.** An allowed proof of claim will be controlling, unless the Court orders otherwise. Objections to claims may be filed before or after confirmation.
4. **Administrative Claims** Trustee will pay in full allowed administrative claims and expenses pursuant to §507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

(A). **Trustee's Fees.** The Trustee shall receive a statutory fee in an amount established by the Attorney General and the United States Trustee.

(B). **Debtor's Attorneys' Fees.** Debtor and Debtor's attorney have agreed to a base attorney fee in the amount of 4,360.00 (Fees/Costs consist of: \$4,050.00 Attorney Fees and \$310.00 Filing Fee) for the services identified in the Rule 16(b)

disclosure statement filed in this case. The amount of \$ 0.00 was paid prior to the filing of the case. The Trustee shall disburse the unpaid amount of the fee, 4,360.00 as allowed under General Order 22-2017, as follows: (1) Upon the first disbursement following confirmation of a Plan, the Trustee shall disburse to Debtor's attorney from the funds available and paid into the office of the Trustee by Debtor or on Debtor's behalf, up to \$4,360.00 after the payment of any payments under 11 U.S.C. § 1326(a)(1)(B) or (C) and administrative fees. The Debtor shall be responsible for any fees not paid by the Trustee.

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to \$ 610.00 per month until the fees are paid in full; (2) If the case is converted prior to confirmation of the plan, Debtor directs the Trustee to pay fees to Debtor's attorney from the funds available of \$ 2,500.00 (amount not to exceed \$2,500.00); (3) If the case is dismissed prior to confirmation of the plan, fees for Debtor's attorney of \$ 2,500.00 as set forth on the 2016(b) disclosure statement (amount not to exceed \$2,500.00) are allowed pursuant to General Order 22-2017 and shall be paid by the Trustee from the funds available without a fee application. Debtor's attorney may file a fee application for fees sought over \$2,500.00 within 14 days of the Order of Dismissal; (4) If the case is converted after confirmation of the plan, Debtor directs the Trustee to pay to Debtor's attorney from the funds available, any allowed fees which are unpaid; and (5) If the case is dismissed after confirmation of the plan, Trustee shall pay to Debtor's attorney from the funds available.

Debtor(s) and Debtor's attorney have further agreed that Debtor's attorney may be paid for "non base services" as they are performed on an as-needed basis. These "non-base services," in addition to the corresponding fee for each, are identified in paragraph 6 of the Rule 2016(b) disclosure statement found in the case. Upon completion of a "non-base service," Debtor's attorney may file an application with the Court, serving all parties-in-interest with notice of the application and providing an opportunity to be heard on the matter. If the "non-base" fee is approved by the Court, then the fee shall be added to the balance of the unpaid base fee in this case and paid in accordance with paragraph (B), above. If the base fee has been paid in full, then the fee shall be paid up to \$610.00 per month and the distributions to creditors shall be reduced, pro rata, by the amount until the additional fee is paid in full.

5. Priority Claims.

(A) Domestic Support Obligations.

☒ None. If none, skip to Plan paragraph 5(B).

(i). Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.

(ii). The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).

(iii). Anticipated Domestic Support Obligation Arrearage Claims

(a). Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

☒ None; or

(a) Creditor (Name and Address)	(b) Estimated arrearage claim	(c) Projected monthly arrears payment
-NONE-		

(b). Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

☐ None; or

Claimant and proposed treatment.

(B). **Other Priority Claims (e.g., tax claims).** These priority claims will be paid in full, but will not be funded until after all secured claims, lease arrearage claims, and domestic support claims are paid in full.

(a) Creditor	(b) Estimated claim
Georgia Department of Revenue	\$0.00
Internal Revenue Service	\$4,500.00

6. Secured Claims.

(A). Claims Secured by Personal Property Which Debtor Intends to Retain.

(i). **Pre-confirmation adequate protection payments.** No later than 30 days after the date of the filing of this plan or the order for relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to § 1326(a)(1)(C). If the Debtor elects to make such adequate protection payments on allowed claims to the Trustee pending confirmation of the plan, the creditor shall have an administrative lien on such payment(s), subject to objection. If Debtor elects to make such adequate protection payments directly to the creditor, Debtor shall provide evidence of such payment to the Trustee, including the amount and date of the payment.

Debtor shall make the following adequate protection payments:

- ☐ directly to the creditor; or
- ☒ to the Trustee pending confirmation of the plan.

(a) Creditor	(b) Collateral	(c) Adequate protection payment amount
NCEP, LLC by AIS Data Services, LP as agent	Nissan Maxima 2011	\$150.00
Americredit Financial Services, dba GM Financial	Nissan Titan 2011	\$150.00
Capital One Auto Finance	Chevrolet Malibu 2013	\$250.00

***Adequate Protection, as amended herein, shall be retroactive to the date of petition filing.**

(ii). **Post confirmation payments.** Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b). If Debtor elects to propose a different method of payment, such provision is set forth in subparagraph (c).

(a). **Claims to Which § 506 Valuation is NOT Applicable.** Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. See § 1325(a)(5). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the amount of the claim in column (d) with interest at the rate stated in column (e). Upon confirmation of the plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

☐ None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Claim amount	(e) Interest rate	(f) Monthly payment
Capital One Auto Finance	Chevrolet Malibu 2013	<u>9/17/2013</u>	<u>\$18,612</u>	<u>15.93%</u>	\$250 increasing to \$462 September 2018

(b). **Claims to Which § 506 Valuation is Applicable.** Claims listed in this subsection consist of any claims secured by personal property not described in Plan paragraph 6(A)(ii)(a). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the replacement value as stated in column (d) or the amount of the claim, whichever is less, with interest at the rate stated in column (e). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

☐ None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Replacement value	(e) Interest rate	(f) Monthly payment
NCEP, LLC by AIS Data Services, LP as agent	Nissan Maxima 2011	<u>5/26/2012</u>	<u>\$7,395.00</u>	<u>5.25 %</u>	\$150.00 increasing to \$300.00 September 2018.
Americredit Financial Services, dba GM Financial	Nissan Titan 2011	<u>8/20/2011</u>	<u>\$10,400.00</u>	<u>5.25 %</u>	\$150.00 increasing to \$400.00 September 2018.
Capital One Auto Finance	Chevrolet Malibu 2013	<u>9/17/2013</u>	<u>\$10,200.00</u>	<u>6.75 %</u>	\$250.00 increasing to \$460.00 September 2018.

(c). **Other provisions.**

(B). **Claims Secured by Real Property Which Debtor Intends to Retain.** Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

(a) Creditor	(b) Property description	(c) Estimated pre-petition arrearage	(d) Projected monthly arrearage payment
-NONE-			

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(C). **Surrender of Collateral.** Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any claim filed by a secured creditor whose

collateral is surrendered will be treated as unsecured. Any involuntary repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order, unless the automatic stay no longer applies under § 362(c). Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift the Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

(a) Creditor	(b) Collateral to be surrendered
-NONE-	

7. **Unsecured Claims.** Debtor estimates that the total of general unsecured debt not separately classified in Plan paragraph 10 is \$27,233.16. After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of \$0.00 or 100.00 % , whichever is greater. Trustee is authorized to increase this dollar amount or percentage, if necessary, in order to comply with the applicable commitment period stated in paragraph 2 of this Plan.

8. **Executory Contracts and Unexpired Leases.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by Debtor, not through Trustee, as set forth below in column (c).

Debtor proposes to cure any default by paying the arrearage on the assumed leases or contracts in the amounts projected in column (d) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases of personal property are rejected upon conclusion of the confirmation hearing.

☐ None; or

(a) Creditor	(b) Nature of lease or executory contract	(c) Payment to be paid directly by Debtor	(d) Projected arrearage monthly payment through plan (for informational purposes)
Cortland Partners	Residential Lease	\$0.00	\$0.00

9. **Property of the Estate.** Property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

10. **Other Provisions:**

(A). **Special classes of unsecured claims.**

(B). **Other direct payments to creditor.**

(C). **Other allowed secured claims:**

A proof of claim which is filed and allowed as a secured claim, but is not treated specifically under the plan, shall be funded with 5% interest as funds become available after satisfaction of the allowed secured claims which have been treated by the plan and prior to payment of allowed non-administrative priority claims (except domestic support obligation claims as set forth in paragraph 5(A), above) and general unsecured claims. Notwithstanding the foregoing, the Debtor or any other party in interest may object to the allowance of the claim.

(D). Claims subject to lien avoidance pursuant to 11 U.S.C. §522(f).

The allowed secured claim of each creditor listed below shall not be funded until all allowed, secured claims which are being treated by the plan are satisfied. If an order is entered avoiding the creditor's lien, that creditor's claim shall be treated as a general, unsecured claim to the extent it is not otherwise secured by property of the estate and treated by the plan. To the extent that the creditor's lien is not avoided and is not otherwise treated by the plan, the secured claim shall be funded as set forth in the above paragraph. This paragraph shall apply to the following creditors:

(E). Other Provisions:

The Chapter 13 Trustee shall not fund Debtor's student loans through the plan. Debtor's student loans are in deferment. If the Debtor's deferment ends during the pendency of the instant case, the Debtor will pay the student loans directly.

Date to: August 17, 2018

/s/ Kelsey A. Makeever 371499
Debtor's Attorney

Chester P Ramagos
Chester Ramagos
Signature of Debtor
Dana Ramagos Dana L Ramagos
Signature of Joint Debtor

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IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	{	CHAPTER 13
	{	
CHESTER PAUL RAMAGOS and	{	CASE NO. 17-69050 - LRC
DANA LATRICE RAMAGOS,	{	
	{	
DEBTORS.	{	

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that I am more than 18 years of age, and that on this day; I served a copy of the foregoing amended Chapter 13 plan upon the following by depositing a copy of the same in U.S. Mail with sufficient postage affixed thereon to ensure delivery:

Chester Paul Ramagos
Dana Latrice Ramagos
1413 Preston Park Drive
Duluth, GA 30096

(see Creditor Mailing Matrix annexed hereto)

I further certify that, by agreement of parties, Melissa J. Davey, standing Chapter 13 Trustee, was served via the ECF electronic mail/noticing system.

Done, this 18th day of August 2018

/s/ _____
Kelsey Makeever
Ga. Bar No. 371499
The Semrad Law Firm, LLC
303 Perimeter Center North
Suite 201
Atlanta, Georgia 30346

Label Matrix for local noticing
113E-1

Case 17-69050-lrc

Northern District of Georgia
Atlanta

Thu Jul 12 07:51:19 EDT 2018

Capital One Auto Finance
P.O. Box 165028
Irving, TX 75016-5028

(p)AMERICREDIT FINANCIAL SERVICES DBA GM FINAN
PO BOX 183853
ARLINGTON TX 76096-3853

Capital One Auto Finance
PO Box 201347
Arlington, TX 76006-1347

(p)CREDITORS BANKRUPTCY SERVICE
PO BOX 800849
DALLAS TX 75380-0849

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Cortland Partners
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Melissa J. Davey
Melissa J. Davey, Standing Ch 13 Trustee
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260 Peachtree Street, NW
Atlanta, GA 30303-1236

Department of Justice, Tax Division
75 Spring Street SW
Civil Trial Section, Southern
Atlanta, GA 30303-3315

First Financial Asset
P O BOX 12206
KNOXVILLE, TN 37912-0206

(p)GEORGIA DEPARTMENT OF REVENUE
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c/o Marian Garza
Arlington, TX 76006-1347

NCEP, LLC by AIS Portfolio Services, LP as a
P.O. Box 165028
Irving, TX 75016-5028

NCEP, LLC, c/o AIS Portfolio Services, LP
P.O. Box 165028
Irving, TX 75016-5028

(p)NISSAN MOTOR ACCEPTANCE CORPORATION
LOSS RECOVERY
PO BOX 660366
DALLAS TX 75266-0366

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MOMA Funding LLC
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Kirkland, WA 98083-0788

Quantum3 Group LLC as agent for Comenity Ban
PO Box 788
Attn: Dharminder S. Sandhu
Kirkland, WA 98083-0788

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Duluth, GA 30096-8826

Dana Latrice Ramagos
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Santander Consumer USA
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Fort Worth, TX 76161-0244

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C/O Nelnet
121 South 13th Street, Suite 201
Lincoln, NE 68508-1911

U.S. Department of Education C/O Nelnet
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by American InfoSource LP as agent
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Oklahoma City OK 73118-7901

Verizon
by American InfoSource LP as agent
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Oklahoma City, OK 73124-8838

WELLS FARGO BANK
Po Box 24605
West Palm Bch, FL 33416-4605

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

AmeriCredit Financial Services, Inc.
P O Box 183853
Arlington, TX 76096

(d)AmeriCredit Financial Services, Inc.
dba GM Financial
P O Box 183853
Arlington, TX 76096

(d)Americredit Financial Services, dba GM Fin
Po Box 183853
James Hogan, Jr
Arlington, TX 76096

Army & Air Force Exchange Services
Attention: GC-G
3911 S. Walton Walker Blvd.
Dallas, TX 75236

GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION
BANKRUPTCY SECTION
1800 CENTURY BLVD. NE, SUITE 9100
ATLANTA, GEORGIA 30345-3205

(d)Georgia Department of Revenue
1800 Century Boulevard
c/o T Truong
Atlanta, GA 30345

Nissan Motor Acceptance
8900 Freeport Pkwy
Attn: Aimee Cobb
Irving, TX 75063

End of Label Matrix
Mailable recipients 35
Bypassed recipients 0
Total 35